



ANNEX 3-G

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA – SECURITY AGREEMENT

THIS SECURITY AGREEMENT

(hereinafter called the **Agreement**), entered into this _____ day of _____ 200____, between Her Majesty, the Queen in right of Canada, as represented by the Minister of Public Works and Government Services Canada (hereinafter called the **Government**), and

(Legal Name of Entity)

1. a corporation organized and existing under the laws of Canada and/or the Province of _____
2. a partnership consisting of _____
(names of partners)
3. an individual trading as _____
with principal office and place of business at

(Street, City, Province and Postal Code)

(hereinafter called the **Contractor**)

WHEREAS

the Contractor has applied for a security clearance for its organization and seeks contract opportunities with the Government which may require the Contractor to have access to PROTECTED/CLASSIFIED information or materials and to enter into contracts that contain security requirements;

AND WHEREAS,

it is essential that certain security measures be taken by the Contractor in order to be given access to PROTECTED/CLASSIFIED information or materials;

AND WHEREAS,

the parties desire to define and set forth the precautions and specific safeguards to be taken by the Contractor and the Government in order to preserve and maintain the security of Canada through the prevention of improper disclosure of PROTECTED/CLASSIFIED information or materials, sabotage, or any other acts detrimental to the security of Canada;

NOW THEREFORE,

in consideration of the mutual promises herein contained, the parties agree as follows.

SECTION 1 - SECURITY CONTROLS

- a. The Contractor shall provide and maintain a system of security controls within the organization in accordance with the requirements of the Public Works and Government Services Canada "Industrial Security Manual" (hereinafter called the Manual) made a part



of this Agreement, subject, however, (i) to any revisions of the Manual required by the demands of national security as determined by the Government, notice of which shall be furnished to the Contractor via the CIISD web site, (www.ciisd.gc.ca) and (ii) to mutual Agreements entered into by the parties in order to adapt the Manual to the Contractor's business and necessary procedures thereunder.

- b. In order to implement such security controls, the Contractor shall prepare Security Orders for internal use, in accordance with the requirements of the Manual. In the event of any inconsistency between the Manual and the Contractor's Security Orders, the Manual's requirements shall prevail.
- c. The Government will identify PROTECTED/CLASSIFIED information or materials with one of the following security classifications as appropriate: PROTECTED A, B or C or CONFIDENTIAL, SECRET or TOP SECRET. The Government will give written notice of subsequent changes in the security classification. The Contractor will safeguard PROTECTED/CLASSIFIED information or materials according to the requirements set out in the Manual.
- d. The Government agrees, on written application, to grant: (i) appropriate Reliability Status to eligible Contractor employees requiring access to PROTECTED information identified as PROTECTED A, B or C; and (ii) Personnel Security Clearances to eligible Contractor employees requiring access to CLASSIFIED information or materials identified as CONFIDENTIAL, SECRET or TOP SECRET. For purposes of this paragraph, the determination of eligibility shall be within the sole discretion of the Government.
- e. The Contractor shall not disclose PROTECTED/CLASSIFIED information or materials to any subcontractor, sub-bidder, individual, or organization unless at the time of disclosure such party has an appropriate and valid Designated Organization Screening/ Facility Security Clearance.

SECTION II - INSPECTION

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's Security Orders, methods, and facilities for compliance with the requirements of the Manual and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and may suspend or revoke the Designated Organization Screening/Facility Security Clearance until the deficiencies are rectified to the satisfaction of the Government.

SECTION III - MODIFICATION

This Agreement may only be amended by written agreement duly executed by the parties.

SECTION IV – TERMINATION

1. This Agreement shall remain in effect until termination by the Government upon 30 days' written notice to the Contractor of its intention to terminate. Notwithstanding any such termination, the terms and conditions of this Agreement shall continue in effect so long as the Contractor possesses PROTECTED/CLASSIFIED information or materials.



- 2. Upon receipt of notice of termination, the Contractor shall immediately make appropriate arrangements for the return of all PROTECTED/CLASSIFIED information and materials. Upon termination the Government will cancel the Designated Organization Screening/ Facility Security Clearance of the Contractor.

SECTION V - PRIOR SECURITY AGREEMENTS

This Agreement supersedes and replaces any prior security agreement between the Government and the Contractor with respect to the subject matter covered under this Agreement.

SECTION VI - SECURITY COSTS

The Government shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder. It is recognized however that in appropriate circumstances the parties, in other written contracts, may provide for security costs, which may be properly chargeable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above:

**MINISTER OF PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

By _____
(Signature, Authorized Representative)

The following section is to be completed by the Contractor:

WITNESS

(Name of Witness)

(Name of Corporation, Partnership or Individual)

(Signature of Witness)

Per: _____
(Name of Authorized Officer, Partner or Individual)

(Signature of Authorized Officer , Partner or Individual)

(Title of Authorized Officer)

I have authority to bind the Corporation.